

RENTAL CONDITIONS

1. RENTAL

- 1.a The rental takes place between the owner (hereby named the lessor) of the boat and the hirer.
- 1.a.1 When the lessor appoints another person to act on behalf of himself, the hirer is notified in writing.
- 1.a.2 If OWN SHIP Yachtcharter (hereby named OWN SHIP) act as the lessor, then this is stated in the contract.
- 1.b The rental takes place according to the lease pleasure boat rental contract, together with the rental conditions, established by OWN SHIP.

2. RESERVATION

- 2.a A reservation is only definite when OWN SHIP has received the (down)payment of the total rent.
- 2.b Reservations occur when filling in and signing the reservation form along with the accompanying questions about sail- and sailing experience.

3. CONFIRMATION

- 3.a Upon receipt of the reservation form and up until the first payment is due, OWN SHIP will offer the hirer first option of the desired boat.
- 3.b OWN SHIP will send the hirer the rental contract.
- 3.c The rental contract should be completed, signed and returned to OWN SHIP within 5 days with a copy of the passport and, when asked, a copy of the sailing license.

4. PAYMENT

- 4.a Upon receipt of the rental contract by the hirer, 40% of the total rental sum should be transferred into the bank account of OWN SHIP within 5 days. The remaining sum must be transferred at least 3 weeks before the start of the rental period.
- 4.b By booking within a short period of time of less than 3 weeks, the full amount will become payable after signing the rental contract.
- 4.c Administrative expenses and cleaning costs are included in the full rental charge.
- 4.d The deposit is not included in the full rental charge. The deposit must be paid before the start of the rental Period by bank transfer to the lessor or, if otherwise specified in the rental contract, in cash to the lessor or manager.

5. CANCELLATION

Charges for cancellation

- up to 12 weeks before rental sum + administrative expenses:
15% from the total rental sum,
- from 12 to 8 weeks before rental sum + administrative expenses:
50% of the total rental sum,
- from 8 to 4 weeks before rental sum + administrative expenses:
70% of the total rental sum,
- from 4 weeks to 1 day before rental sum + administrative expenses:
90% of the total rental sum + administrative expenses

OWN SHIP shall endeavour to rent out the boat for the same period or a part thereof. If successful, the cancellation costs shall be off-set pro rata. OWN SHIP may retain Euro 49,50 and any additional costs to cover administration associated with cancellation.

6. LIABILITY

- 6.a OWN SHIP is not responsible for the manner or default of the lessor, except in situations where OWN SHIP acts as the lessor.
- 6.b If OWN SHIP acts as the lessor, OWN SHIP is not responsible for default of the owner.
- 6.c The hirer will not make the lessor responsible for personal and material damage suffered by the hirer. The hirer will not make the lessor responsible for all claims, made by third parties, as like all costs of Prosecution, which have come into existence by events during the rental period.

7. WITHDRAWAL OF THE RENTAL CONTRACT

OWN SHIP and the lessor/manager reserve the right to cancel the rental contract with immediate effect, should we feel that you, the hirer, have inadequate expertise in the sailing and/or navigation of the boat, and without receiving any compensation and/or restitution of the rental charges.

8. COMPLAINTS

- 8.a Complaints, relating to the manner of the lessor and complaints concerning the technical state, inventory and/or the equipment of the boat, should be reported directly to the lessor.
- 8.b Complaints must be submitted to the lessor within 24 hours after observation.
If both parties cannot reach a satisfactory solution OWN SHIP should be contacted

9. BOAT HANDOVER

- 9.a It is compulsory for the lessor to ensure the boat is in good technical condition, with the usual equipment, the supplied life-saving resources and with the required inventory and documents before the commencement of the hire period. The lessor has taken out statutory third-party, fire and theft insurance plus comprehensive hull insurance for the boat.
- 9.b Before the commencement of the hire period, the lessor should make the hirer aware and put in writing, any damage and/or defects incurred before the commencement of the hire period.
- 9.c The boat will be clean and with filled water, gas- and fuel tanks.
- 9.d Before the hirer takes over the boat, he must check the inventory and checklist and, if satisfied, agree to sign it. Any damages must be recorded. Defects which have not been mentioned should be considered to have occurred after the handover of the boat to the hirer, unless the agent finds it reasonable for it to have been overlooked.
- 9.e The hirer is obliged to pay the rental sum and deposit charged including a cancellation charge, if necessary, even if the boat is not used, or is used for a shorter period than originally envisaged.

10. RETURNING THE BOAT

- 10.a At the end of the hire period, the hirer must return the boat with full water- and fuel tanks, unless otherwise agreed.
- 10.b At the end of the hire period the boat should be returned in a timely manner to the homeport, in the same condition as it was at the start of the hire period, except normal wear and tear.
- 10.c Should the hirer leave the boat in another place other than the homeport, then the costs for transport and delay are at the expense of the hirer.
- 10.d The hirer returns the boat tidy and swept clean upon return.
- 10.e Any damage that occurred during the hire period, should be reported by the hirer to the lessor. The costs of the damage will be deducted from the deposit.
- 10.f Any materials lost during the hire period must be compensated for by the hirer.
- 10.g The boat is transferred back to the lessor after assessment of the inventory and checklist.

11. SAILING AREA

The sailing area is stipulated by the insurance. An extension of the sailing area can only be possible if agreed in writing with the lessor.

12. DAMAGE OR BREAKDOWN

- 12.a In case of every damage of the boat, including its fixtures, fittings or inventory, breakdown, theft, loss or otherwise, contact should be made with the lessor as soon as possible. The hirer shall pay heed to the lessor's instructions.
- 12.b The hirer should make it possible for the lessor and the insurance company to examine the boat for insurance purposes.
- 12.c In case of damage, breakdown, or otherwise, and if it is not a consequence of wear and tear, the hire is held responsible for the (following) damages, cost of storage, rescue and tow service. Therefore claimed compensation must be met by the hirer unless the problem is not directly attributed to the hirer and damage is covered by the current insurance of the boat. It is in the hirer's best interest to take extreme care when accepting help.
- 12.d If repairs are necessary, which is a consequence of damage brought on by wear and/or insufficient maintenance, and lasts longer than 24 hours, the hirer then afterwards reserves the right to claim a proportion of the rental charges over the period that he is not able to sail the boat.

13. REACHES OF CONTRACT

- 13.a Should one of the parties breach any of its obligations arising from the present contract, the other party shall be entitled to dissolve the contract in whole or part. This shall only be otherwise if the alleged breach is of such an extraordinary nature or is indeed incidental to further performance under the terms of the contract, that dissolution would not be justified. The party claiming a breach of contract shall also be entitled to claim compensation for any damage, unless the other party is not culpable for the breach of contract.

- 13.b In the event of whole or partial dissolution due to a breach of contract on the part of the lessor, he/she must reimburse any rental sum paid / deposit in whole or in part. If the breach of contract stems from the lessor not making the boat available, or making it available late, the hirer has the right to claim compensation. If a breach of contract on the part of the lessor spoils the holiday in whole or in part, the hirer shall have the right for further compensation. The liability of the lessor in case of shortcoming shall not be higher than the total rental sum paid by the hirer.
- 13.c If the hirer returns the boat later than agreed, the lessor shall be entitled to a pro rata increase in the rental sum and compensation of further damage, unless the hirer is not culpable for the late return.

14 **JURISDICTION AND DISPUTE RESOLUTION**

This contract has been drawn up under Dutch law. In the matter of disputes, it is subject to the exclusive jurisdiction of Dutch courts, or mediators established in the Netherlands appointed by both parties.

15. **GENERAL**

- 15.a It is not permitted for the hirer, without the written permission of the lessor:
- to carry more crew members aboard than stated on the reservation form,
 - to take part in contests,
 - for pets to be aboard,
 - to smoke inside,
 - to make any changes to the boat or its equipment,
 - to sail out in weather conditions above wind force 5 or forecast weather conditions above wind force 5,
 - to sail in adverse weather conditions or when unfavourable weather conditions such as thunderstorms and dense fog are forecast.
 - to sail after sunset and before sunrise, with the exception of sea journeys,
 - to sub-let to others or for the use of others,
 - to conduct telephone conversations via the marine telephone,
 - to tow other boats.
- 15.b Compensation for damage caused by the hirer or persons on board under the influence of alcoholic beverages, drugs or medicines is excluded by the ship's insurance.
- 15.c Expenses that are directly related to the use of the boat, such as port, bridge, quay, lock, and harbour expenses, as well as costs for fuel, are at the expense of the hirer.
- 15.d The implicit costs for normal maintenance and repair, tugging and salvage arising from mechanical failure shall be borne by the lessor. If these costs exceed an amount of Euro 115,-, the lessor must first be contacted in order to solicit permission for the same, unless this is impossible under the circumstances. Itemised invoices should be presented before reimbursement for said costs is made. The hirer must bring back any spare parts for the lessor where possible.
- 15.e The hirer agrees to take good care of the boat and its equipment and agrees to be "a good skipper" and to observe and comply with the sailing regulations.